

JPA / ECS File No.: 06-143 I
AG Contract No.: P001 2007 000395
Project No.: 10 MA 124.7
Project: Traffic Signal
Section: L303 I-10@ Cotton Lane
TRACS No.: HX200 01C
Budget Source Item No.: 71207

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GOODYEAR

THIS AGREEMENT is entered into this date August 6th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

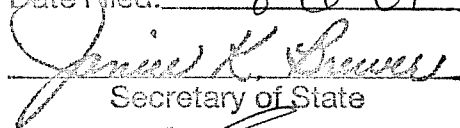
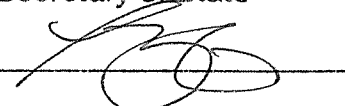
1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 and § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. The Parties hereto agree to and acknowledge the following conditions: **a)** the estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; **b)** the Parties shall perform their responsibilities consistent with this Agreement; and **c)** any change or modification to the Project will only occur with mutual written consent of both Parties.

4. The State and the City agree to participate in the construction and maintenance of a new warranted traffic signal, hereinafter referred to as the "Project". The Project is currently estimated at \$300,000.00, including construction, construction engineering and contingencies. The Project will be at both offramps on L303 (Cotton Lane) and I-10, MP 124.7. The State will provide 50% of the funding for the signal construction costs and 100% of the design. The City will contribute 50% of the funding for signal construction costs, full maintenance of the traffic signal and be responsible for the electrical power costs to operate the traffic signal.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 29103
Filed with the Secretary of State
Date Filed: 8-6-07

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Prepare and provide design plans, specifications and other such documents and services required for the construction bidding and construction of the Project, and submit same to the City as appropriate.

b. Advertise for bids and award one or more construction contract(s) for the Project. Administer contract(s) for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by the Project delays attributable to the State.

c. Upon execution of this Agreement, invoice the City for its share of the Project, currently estimated at \$150,000.00. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

d. Upon completion of the Project, perform the final inspection and notify the City in writing that the Project has been constructed in accordance with the project documents and the Project has been satisfactorily completed.

2. The City shall:

a. Review the design documents required for construction of the Project, and provide comments to the State as appropriate.

b. Upon execution of this Agreement and within thirty (30) calendar days upon receipt of an invoice from the State, remit to the State the City's share of Project costs, currently estimated at \$150,000.00. Once the Project costs have been finalized, remit to the State the excess of actual costs over the estimated costs, if any.

c. All costs attributable to any engineering change orders requested by the City shall be the sole responsibility of the City for payment. Be responsible for contractor claims for additional compensation caused by Project delays attributable to the City.

d. Upon completion of the Project by the State, the City will be responsible for obtaining the electrical power to operate the traffic signal and related lighting, all at the City's expense.

e. Provide routine and emergency maintenance of the signal and related lighting.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and payment of design and construction costs; provided however, any provisions herein for electrical power and maintenance provided by the City to operate the traffic signal and related lighting shall be perpetual. This Agreement may be cancelled at any time prior to the award of a Project construction contract, upon a thirty (30) calendar-day written notice to the other party. It is understood and agreed that, in the event the City fails to budget or provide for electrical power and maintenance, as set forth in this Agreement, the State shall in no way be responsible to provide electrical power or maintenance.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by applicable arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City of Goodyear
Attn: City Manager
190 N. Litchfield Rd.
Goodyear, Arizona 85338
(623) 932-3910
(480) 932-1177 Fax

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

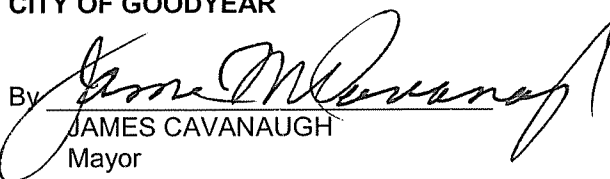
8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D), attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GOODYEAR

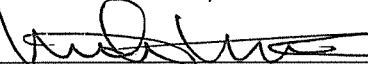
By


JAMES CAVANAUGH
Mayor

STATE OF ARIZONA

Department of Transportation

By


MICHAEL P. MANTHEY, P.E.
State Traffic Engineer

ATTEST:

By


DEE COCKRUM
City Clerk

G:\06-143-City of Goodyear traffic signal
1-2-07 Draft 1 ghc
Revised 3/21/07 ghc
Revised to Draft 2 5/23/07 ghc
Final 6/11/07 ghc



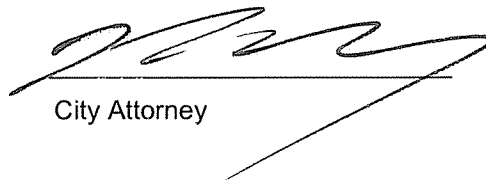
JPA 06-143

ATTORNEY APPROVAL FORM FOR THE CITY OF GOODYEAR

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GOODYEAR, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 12 day of July, 2007.



City Attorney

RESOLUTION NO. 07-1170

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF A WARRANTED TRAFFIC SIGNAL AT I-10 AND COTTON LANE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State; and

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 and § 11-952 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City; and

WHEREAS, the Parties hereto agree to and acknowledge the following conditions: a) the estimated monetary amounts referenced in this Agreement are subject to change and could change substantially before completion of the Project; b) the Parties shall perform their responsibilities consistent with this Agreement; and c) any change or modification to the Project will only occur with mutual written consent of both Parties; and

WHEREAS, the State and the City agree to participate in the construction and maintenance of a new warranted traffic signal, hereinafter referred to as the "Project". The Project is currently estimated at \$300,000.00, including construction, construction engineering and contingencies. The Project will be at both off-ramps on L303 (Cotton Lane) and I-10, MP 124.7. The State will provide 50% of the funding for the signal construction costs and 100% of the design. The City will contribute 50% of the funding for signal construction costs, full maintenance of the traffic signal and be responsible for the electrical power costs to operate the traffic signal; and

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AS FOLLOWS:

SECTION 1. The City Manager is authorized to execute the attached Intergovernmental Agreement between the City of Goodyear, Arizona, and the State of Arizona for installation and maintenance of a traffic signal at I-10 and Cotton Lane.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Arizona, this 9th day of JULY, 2007.

James M. Cavanaugh

Date: July 10, 2007

Dee Cockrum, City Clerk

~~Roric Massey, City Attorney~~

STATE OF ARIZONA

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) SS.

County of Maricopa)

I, the undersigned, Dee Cockrum, being the duly appointed, qualified and acting City Clerk of the City of Goodyear, Maricopa County, Arizona, certify that the foregoing Resolution No. 07-1170 is a true, correct and accurate copy of Resolution No. 07-1170, passed and adopted at a regular/special meeting of the Council of the City of Goodyear, Maricopa County, Arizona, held on the 9th day of JULY, 2007, at which a quorum was present and, by a 7-0 vote 7 members voted in favor of said ordinance.

Given under my hand and sealed this 10th day of JULY, 2007.


Dee Cockrum, City Clerk

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan.Davis@azag.gov</p>
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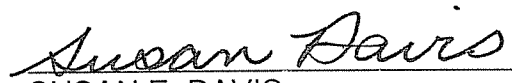
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007000395 (**JPA 06-143-I**), an Agreement between public agencies, i.e., The State of Arizona and City of Goodyear, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: July 30, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:34769
Attachment